AMENDMENT OF SOLICITATION/MODIFICATION OF		CONTRACT	1. CONTRACT ID C	DDE	PAGE OF PAGES
2. AMENDMENT/MODIFICATION NO. 0006	3. EFFECTIVE DATE 24 April 2002	4. REQUISITION/PURCHA	SE REQ. NO.	5. PROJECT I	NO. (If applicable)
6. ISSUED BY CODE	•	7. ADMINISTERED BY (I)	CODE	CODE	
U.S. ARMY ENGINEER DISTRICT, ALBU CORPS OF ENGINEERS 4101 JEFFERSON PLAZA, N.E. ALBUQUERQUE, NEW MEXICO 87109-3					
8. NAME AND ADDRESS OF CONTRACTOR (No., street	county, State and ZIP Code)		(√) 9A. AMENDM	ENT OF SOLICIT	TATION NO.
			DACW47-0	2-R-0002	
			9B. DATED (S		
			23 January	2002	
			10A. MODIFIC NO.	ATION OF CON	TRACTS/ORDER
			10B. DATED	SEE ITEM 13)	
CODE	FACILITY CODE		i		
11. THIS ITE	M ONLY APPLIES TO	AMENDMENTS OF S	OLICITATIONS		
\times_! The above numbered solicitation is amended as settended.	t forth in Item 14. The hour	and date specified for rece	ipt of Offers is e	xtended, 🔀 i	s not ex-
Offers must acknowledge receipt of this amendment pri	or to the hour and date spec	sified in the solicitation or a	as amended, by one of	the following r	methods:
(a) By completing Items 8 and 15, and returning submitted; or (c) By separate letter or telegram which in MENT TO BE RECEIVED AT THE PLACE DESIGNATED FIN REJECTION OF YOUR OFFER. If by virtue of this ame letter, provided each telegram or letter makes reference	OR THE RECEIPT OF OFFERS indiment you desire to change	licitation and amendment r S PRIOR TO THE HOUR AN e an offer already submitte	numbers. FAILURE OF D DATE SPECIFIED M ed, such change may b	YOUR ACKNO\ AY RESULT be made by tele	WLEDG- gram or
12. ACCOUNTING AND APPROPRIATION DATA (If requ	ired)				
	PPLIES ONLY TO MODE THE CONTRACT/ORD	ER NO. AS DESCRIB	ED IN ITEM 14.		
B. THE ABOVE NUMBERED CONTRACT/ORDER IS appropriation date, etc.) SET FORTH IN ITEM 14	MODIFIED TO REFLECT TH , PURSUANT TO THE AUTH	E ADMINISTRATIVE CHAN ORITY OF FAR 43.103(b).	IGES (such as changes i	n paying office.	
C. THIS SUPPLEMENTAL AGREEMENT IS ENTEREI	D INTO PURSUANT TO AUTI	HORITY OF:			
D. OTHER (Specify type of modification and authority)					
E. IMPORTANT: Contractor is not,		this document and re			issuing office.
14. DESCRIPTION OF AMENDMENT/MODIFICATION (O	rganized by UCF section heading	gs, including solicitation/contr	act_subject_matter_where	feasible.)	
PROJECT: TWO-PHASE DESIGN/BUILD PREWITT, McKINLEY COUN		ONSOLIDATED RE	PLACEMENT SO	CHOOL,	
1. This is Amendment No. 6 to Solicitation into the specifications. All other provisions			The following re	evisions shal	l be incorporated
Except as provided herein, all terms and conditions of the	ne document referenced in It	em 9A or 10A, as heretofo	ore changed, remains (unchanged and	in full force
and effect. 15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE O			
TVAL MAINE AND TITLE OF SIGNED (Lype or print)		TVA. HAIVE AND THEE	A CONTINUE OF	TOLK (Type of f	and the second s
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF	AMERICA		16C. DATE SIGNED
(Signature of person authorized to sign)		BY(Signatu	re of Contracting Offic	er)	

- 2. Section 00600, Representations & Certifications: On page 46 of 171, delete Clause 52.219-1 "Small Business Program Representations (May 2001) Alternate I (Oct 2000) & Alternate II (Oct 2000)" in its entirety and replace with Clause 52.219-1 "Small Business Program Representations (Apr 2002) Alternate I (Apr 2002)", attached hereto.
- 3. Section 00700, Contract Clauses: On page 102 of 171, delete Clause 52.222-26 "Equal Opportunity (Feb 1999)" in its entirety and replace with Clause 52.222-26 "Equal Opportunity (Apr 2002)", attached hereto.
- 4. SPECIFICATIONS: Delete the following listed pages and substitute the pages attached hereto. On the revised pages, for convenience, changes are emphasized by the amendment number in parentheses before and after changes from the previous issue. All portions of the revised (or new) pages shall apply whether or not changes have been indicated.

Delete Page

Insert Page

Volume 1 of 3

Section 00110, page 23 of 171 01012-1 01012-18 thru 01012-19

Section 00110, page 23 of 171 01012-1 01012-18 thru 01012-19

//////LAST ITEM//////

Attendition to
52.219-1 SMALL BUSINESS PROGRAM REPRESENTATIONS (APR 2002) ALTERNATE I (APR 2002)
(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is 233320.
(2) The small business size standard is \$28.5 million.
(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.
(b) Representations. (1) The offeror represents as part of its offer that it () is, () is not a small business concern.
(2) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents, for general statistical purposes, that it () is, () is not a small disadvantaged business concern as defined in 13 CFR 124.1002.
(3) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents as part of its offer that it () is, () is not a women-owned small business concern.
(4) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents as part of its offer that it () is, () is not a veteran-owned small business concern.
(5) (Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (b)(4) of this provision.) The offeror represents as part of its offer that it () is, () is not a service-disabled veteran-owned small business concern.
(6) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents, as part of its offer, that
(i) It (0 is, () is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR part 126; and
(ii) It () is, () is not a joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (b)(6)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. (The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture:) Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.
(7) (Complete if offeror represented itself as disadvantaged in paragraph (b)(2) of this provision.) The offeror shall check the category in which its ownership falls:
() Black American.
() Hispanic American.

() Asian-Pacific American (persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, U.S. Trust Territory of the

Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu,

Pacific Islands (Republic of Palau), Republic of the Marshall Islands, Federated States of Micronesia, the

() Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians).

or Nauru).

- () Subcontinent Asian (Asian-Indian) American (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal).
- (c) Definitions. As used in this provision--

Service-disabled veteran-owned small business concern--

- (1) Means a small business concern--
- (i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and
- (ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.
- (2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

Small business concern means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and the size standard in paragraph (a) of this provision.

Veteran-owned small business concern means a small business concern--

- (1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and
- (2) The management and daily business operations of which are controlled by one or more veterans.

Women-owned small business concern means a small business concern --

- (1) That is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; or
- (2) Whose management and daily business operations are controlled by one or more women.
- (d) Notice.
- (1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.
- (2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small, HUBZone small, small disadvantaged, or women-owned small business concern in order to obtain a contract to be awarded under the preference programs established pursuant to section 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall--
- (i) Be punished by imposition of fine, imprisonment, or both;
- (ii) Be subject to administrative remedies, including suspension and debarment; and
- (iii) Be ineligible for participation in programs conducted under the authority of the Act.

(End of provision)

52.222-26 EQUAL OPPORTUNITY (APR 2002)

- (a) Definition. United States, as used in this clause, means the 50 States, the District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, and Wake Island.
- (b) If, during any 12-month period (including the 12 months preceding the award of this contract), the Contractor has been or is awarded nonexempt Federal contracts and/or subcontracts that have an aggregate value in excess of \$10,000, the Contractor shall comply with paragraphs (b)(1) through (b)(11) of this clause, except for work performed outside the United States by employees who were not recruited within the United States. Upon request, the Contractor shall provide information necessary to determine the applicability of this clause.
- (1) The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. However, it shall not be a violation of this clause for the Contractor to extend a publicly announced preference in employment to Indians living on or near an Indian reservation, in connection with employment opportunities on or near an Indian reservation, as permitted by 41 CFR 60-1.5.
- (2) The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. This shall include, but not be limited to, (i) employment, (ii) upgrading, (iii) demotion, (iv) transfer, (v) recruitment or recruitment advertising, (vi) layoff or termination, (vii) rates of pay or other forms of compensation, and (viii) selection for training, including apprenticeship.
- (3) The Contractor shall post in conspicuous places available to employees and applicants for employment the notices to be provided by the Contracting Officer that explain this clause.
- (4) The Contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
- (5) The Contractor shall send, to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, the notice to be provided by the Contracting Officer advising the labor union or workers' representative of the Contractor's commitments under this clause, and post copies of the notice in conspicuous places available to employees and applicants for employment.
- (6) The Contractor shall comply with Executive Order 11246, as amended, and the rules, regulations, and orders of the Secretary of Labor.
- (7) The Contractor shall furnish to the contracting agency all information required by Executive Order 11246, as amended, and by the rules, regulations, and orders of the Secretary of Labor. The Contractor shall also file Standard Form 100 (EEO-1), or any successor form, as prescribed in 41 CFR part 60-1. Unless the Contractor has filed within the 12 months preceding the date of contract award, the Contractor shall, within 30 days after contract award, apply to either the regional Office of Federal Contract Compliance Programs (OFCCP) or the local office of the Equal Employment Opportunity Commission for the necessary forms.
- (8) The Contractor shall permit access to its premises, during normal business hours, by the contracting agency or the OFCCP for the purpose of conducting on-site compliance evaluations and complaint investigations. The Contractor shall permit the Government to inspect and copy any books, accounts, records (including computerized records), and other material that may be relevant to the matter under investigation and pertinent to compliance with Executive Order 11246, as amended, and rules and regulations that implement the Executive Order.
- (9) If the OFCCP determines that the Contractor is not in compliance with this clause or any rule, regulation, or order of the Secretary of Labor, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts, under the procedures authorized in Executive Order 11246, as amended. In addition, sanctions may be imposed and remedies invoked against the Contractor as provided in Executive Order 11246, as amended; in the rules, regulations, and orders of the Secretary

of Labor; or as otherwise provided by law.

- (10) The Contractor shall include the terms and conditions of subparagraphs (b)(1) through (11) of this clause in every subcontract or purchase order that is not exempted by the rules, regulations, or orders of the Secretary of Labor issued under Executive Order 11246, as amended, so that these terms and conditions will be binding upon each subcontractor or vendor.
- (11) The Contractor shall take such action with respect to any subcontract or purchase order as the contracting officer may direct as a means of enforcing these terms and conditions, including sanctions for noncompliance; provided, that if the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of any direction, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.
- (c) Notwithstanding any other clause in this contract, disputes relative to this clause will be governed by the procedures in 41 CFR 60-1.1.

(End of clause)

buildings and/or natural environment and with the Baca/Dlo'ay azhi Planning Document provided as part of this RFP. Describe force protection measures incorporated.

- (5) MECHANICAL Describe the design approach and the basis of design (summer/winter, indoor/outdoor design conditions for critical and non-critical systems). Provide a narrative description of the basic plumbing, and HVAC systems and tie-ins including manufacturer's names and type/model of proposed equipment to be used. Describe any force protection measures incorporated into the mechanical design.
- (6) ELECTRICAL Describe the power distribution systems required for this project. The description should discuss all aspects of each system.
- b. <u>Drawings</u>. Drawings shall be in soft metric, and either 1/2 size (12" x 18") or full size (24" x 36"). Include as many drawings as required to show the following information:

(1) CIVIL

- i. Civil Site/Grading Plan Locate proposed improvements including: building footprint, parking, AC paving, curbs, walks, concrete slabs, and access roadways. Plan shall also indicate drainage improvements, culverts, swales and ditches.
- ii. Utility Plan Locate utilities as necessary. Indicate required existing utility demolition and new utility entry points to building.
 - iii. Landscaping Show brief layout of landscaping proposed.

(2) ARCHITECTURAL

- i. Cover sheet with title, drawing index, schedule of gross and net area to assure that designs fall within the minimum area limitations in Section 01010, and other information the offeror considers pertinent. Analysis shall cover: type of construction, height and area limitations, requirements for fire-rated walls, fire-rated doors, and means of egress and interior finish ratings.
- ii. Building plan(s) with sufficient detail to determine scope and function. Plans will show: walls, doors, windows, circulation, fixtures, casework & attached components, basic dimensions, room names and areas (square meters/square feet). Roof plan shall show roof configuration and different materials, drainage, skylights, and other significant information.
 - iii. Exterior elevations.
- iv. Building section shall show major structural elements, walls, floors, ceilings, floor-to-floor distance(s), grade to roof peak, adjacent grade, and site element relationships.
- v. Exterior perspective(s) shall show the building entrance, architectural features, walkways, finish materials, and planned site elements, including adjacent facilities. (One minimum perspective, in color, is required.)

(6) (3) DELETED

SECTION 01012

DESIGN AFTER AWARD

- The requirements within this section of this Request for GENERAL: Proposals (RFP) establish the design efforts of the successful Offeror, following Design Notice to Proceed. The design documents shall conform to:
 - Section 00800, SPECIAL CONTRACT REQUIREMENTS.

 - (b) Section 01010, DESIGN REQUIREMENTS.
 (c) Section 01015, DESIGN-BUILD PROJECT PHASING
- Uniform Facility Guide Specifications (UFGS), and Appendix G, SPECIFICATIONS GUIDANCE.
 - (e) Appendix F, DESIGN ANALYSIS GUIDANCE.
 - (f) Appendix H, CADD DRAFTING STANDARDS.
 - (g) Section 01720, AS-BUILT DRAWINGS.
- Compliance and Certification: The Contractor shall certify that all items submitted in the design documents (after contract award) comply with all the stated RFP requirements. This certification shall be included on the cover sheet of working drawings. The criteria specified in this RFP are binding contract criteria. In case of any conflict between the RFP criteria and Contractor's submittals, the RFP criteria will govern unless there is a written and signed agreement between the Contracting Officer and the Contractor waiving a specific requirement.
- ORDER OF DESIGN CRITERIA PRECEDENCE: Section 01010 is intended to identify specific project requirements. In cases of criteria conflict, Section 01010 holds precedence over all other criteria mentioned or Uniform Facility Guide Specifications define minimum material quality requirements for material and installation. The following order of precedence is established for criteria governing design:
 - 1. Request For Proposal (RFP)
 - Uniform Facilities Guide Specifications (UFGS)
 Planning Document
 BIA Criteria

 - 5. COE Criteria
- 2.1 Field Verification: The Contractor shall verify field conditions which are required for final design. The information shall be reflected in the design documents.
- Topographical Information: The Government has supplied all available 2.2 topographic and existing utility information. Any additional topographic or utility information required for design after award of the contract shall be the responsibility of the Contractor.
- Drawings: All design drawings submitted shall be "D" size drawings, (6) with a border having overall dimensions of 35.25" by 23/25". This border is the Albuquerque District web page available on http://www.spa.usace.army.mil/ec/cadd/index/htm. All lettering shall be in all capitals, with a minimum height of 1/8" on full size drawing, and all lettering fonts shall be Microstation "Font # 1" or AutoCad "Roman Simplex" with a width factor of zero point 8 (0.8). In addition to these requirements, all drawings shall be prepared per the CAD standards given in the A/E/C CADD Standards Release 2.0, which is available on the internet at http://tsc.wes.army.mil. Drawings shall be in soft metric in accordance with Appendix I.

(6)

DISTRIBUTION SCHEDULE

	NUMBE	NUMBER OF COPIES PER ADDRESSEE				
	(A)	(B)	(C)	(D)	(E)	
PHASE 1A PRELIMINARY FINAL (95%) DR	ESIGN SUB	MITTAL				
DRAWINGS, FULL-SIZE	2	6	2	1	1	
DRAWINGS, HALF-SIZE	7	1	0	0	0	(6
SAMPLE ELECTRONIC DRAWING FILES	1	0	0	0	0	
SPECIFICATIONS	9	7	2	2	1	
DESIGN ANALYSIS/CALCULATIONS	9	7	2	2	1	
PERMIT APPLICATIONS	2	1	0	0	0	
SUBMITTAL REGISTER (RMS)	1	0	0	0	1	
PHASE 1B PRELIMINARY (60%) DESIGN 5	SUBMITTAL					
DRAWINGS, FULL-SIZE	2	6	2	2	1	
DRAWINGS, HALF-SIZE	7	1	0	0	0	(6
SAMPLE ELECTRONIC DRAWING FILES	1	0	0	0	0	
MARKED UP GUIDE SPECS	9	7	2	2	1	
DESIGN ANALYSIS/CALCULATIONS	9	7	2	2	1	
SUBMITTAL REGISTER (RMS)	1	0	0	0	1	
PHASE 1B FINAL (100%) DESIGN SUBMIT	ГТАЬ					
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DRAWINGS, HALF-SIZE	7	1	0	0	0	((
SPECIFICATIONS	9	7	7	2	1	ζ,
DESIGN ANALYSIS	9	7	7	2	1	
PHASE 1C PRELIMINARY (60%) DESIGN S	SUBMITTAL					
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DRAWINGS, HALF-SIZE	7	1	0	0	0	((
SAMPLE ELECTRONIC DRAWING FILES	1	0	0	0	0	
MARKED UP GUIDE SPECS	9	7	7	2	1	
DESIGN ANALYSIS/CALCULATIONS	9	7	7	2	1	
SUBMITTAL REGISTER (RMS)	1	0	0	0	1	
PHASE 1C FINAL (10%) DESIGN SUBMITT	ΓAL					
DRAWINGS, FULL-SIZE	2	6	2	2	1	
DRAWINGS, HALF-SIZE	7	1	0	0	0	(
SPECIFICATIONS	9	7	7	2	1	
DESIGN ANALYSIS	9	7	7	2	1	
REVISED COLOR BOARDS	1	1	1	1	1	
	DITT GDG\					
CORRECTED FINAL SUBMITTAL (ALL SUB-		7	0	0	n	
DRAWINGS, FULL-SIZE	2	1	0	0	1	(
DRAWINGS, HALF-SIZE	7	6	1	1	0	()
SPECIFICATIONS	9	6	1	1	1	
DESIGN ANALYSIS	9	6	1	1	1	
CD OF DRAWING FILES	1	0	0	0	0	

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CONSTRUCTION (ALL SUB-PHASES), includes CD with drawing files IAW attached Appendix, full-size plotted Mylars, and CD with Specifications and DA. (6) DRAWINGS, FULL-SIZE 2 1 2 7 1 1 3 4 DRAWINGS, HALF-SIZE (6)3 SPECIFICATIONS (Hardcopies) 2 1 RENDERINGS 0 0 0 ORIGINAL 1 0 FULL-SIZE PRINT 1 1 1 1 0 1 Ω 0 O HALF-SIZE PRINT NEGATIVE AND ELECTRONIC FILE

6. DESIGN REVIEW AND REVIEW CONFERENCES: A minimum of three design review conferences shall be held at the locations indicated, administered by the Authorized Representative of the Contracting Officer. Design conferences will be held as follows: 1) A Pre-design Conference held after contract award and prior to initiation of design, to be held at the Baca Elementary School Conference Room, Prewitt, NM; 2) A Preliminary (60%) Design Review Conference to be held after completion of review of the Phase 1B Preliminary Submittal, to be held at the Bureau of Indian Affairs office in Albuquerque, NM; and 3) A Final Design Review Conference to be held after completion of review of the PHASE 1C Final Design submittal, to be held in the Albuquerque District of the Corps of Engineers in Albuquerque, NM. A review conference is not anticipated to be held after completion of the Corrected Final review; however, one may be held if determined necessary by the Contracting Officer.

6.1 Review Comment Annotation and Compliance.

6.1.1 Government personnel will present review comments for discussion and resolution at the design review conferences. Copies of comments, annotated with comment action agreed upon shall be made available by the Contractor to all parties within seven (7) calendar days of adjourning the design review Unresolved comments will be resolved by immediate follow-on action at end of conference. Valid, accepted comments shall be incorporated. The Government, however, reserves the right to disapprove design document submittals in the event that documents submitted for review are deemed to be deficient or incomplete for that particular stage of design. In this case, every effort shall be made during follow-up action between the Contractor and the Contracting Officer to resolve conflicts and problems such that documents can be fully approved in as little time as possible. All costs of accomplishing the resubmittal data shall be borne by the Contractor. If any review comment requires clarification and/or amplification to understanding, Contractor shall notify the Contracting Officer in writing.

6.1.1.1 The Government's review will consist of quality assurance (QA) checks. It will center primarily on the design's functional aspects with